

**AGREEMENT**

**BETWEEN**

**FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION  
LOCAL UNION 20**

**and**

**TOWNSHIP OF MONTCLAIR**

**January 1, 2012 through December 31, 2014**

**Prepared By:**

**GENOVA BURNS GIANTOMASI WEBSTER LLC  
494 Broad Street  
Newark, New Jersey 07102  
(973)533-0777**

## TABLE OF CONTENTS

ARTICLES OF AGREEMENT .....	4
ARTICLE 1 RECOGNITION.....	5
ARTICLE 2 ASSOCIATION SECURITY/DUES CHECK-OFF/CREDIT UNION.....	6
ARTICLE 3 UNION NEGOTIATING AND GRIEVANCE COMMITTEES.....	8
ARTICLE 4 ACTING APPOINTMENTS.....	10
ARTICLE 5 HOURS OF WORK.....	12
ARTICLE 6 BULLETIN BOARDS: FMBA VISITATIONS.....	13
ARTICLE 7 LEGAL ACTIONS AGAINST FIRE FIGHTERS .....	14
ARTICLE 8 ACCESS TO PERSONNEL RECORDS.....	15
ARTICLE 9 NO DISCRIMINATION AND COERCION.....	16
ARTICLE 10 MUTUAL AID .....	17
ARTICLE 11 COMPENSATION .....	18
ARTICLE 12 SCHOLASTIC CREDITS.....	19
ARTICLE 13 LONGEVITY/PENSION .....	20
ARTICLE 14 CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCES .....	22
ARTICLE 15 HOLIDAYS/TIME-OFF UTILIZATION.....	24
ARTICLE 16 VACATIONS .....	27
ARTICLE 17 HEALTH & WELFARE INSURANCE.....	29
ARTICLE 18 FIREFIGHTER'S DUTIES.....	31
ARTICLE 19 GRIEVANCE PROCEDURE .....	32
ARTICLE 20 ARBITRATION .....	34
ARTICLE 21 SENIORITY .....	36
ARTICLE 22 SICK LEAVE .....	38
ARTICLE 23 MANAGEMENT RIGHTS AND RESPONSIBILITIES.....	40
ARTICLE 24 OVERTIME.....	41
ARTICLE 25 PROMOTIONS .....	43
ARTICLE 26 PROBATIONARY PERIOD .....	45
ARTICLE 27 SAFETY AND HEALTH .....	46
ARTICLE 28 FIREFIGHTER'S RIGHTS .....	47
ARTICLE 29 BEREAVEMENT LEAVE.....	49

ARTICLE 30 OUTSIDE WORK.....	50
ARTICLE 31 DISCHARGE, DISCIPLINE OR SUSPENSION.....	51
ARTICLE 32 CONFORMITY WITH TOWNSHIP CODE .....	52
ARTICLE 33 FIRE PREVENTION BUREAU.....	53
ARTICLE 34 OUTSIDE EMPLOYMENT ACTIVITIES.....	55
ARTICLE 35 MISCELLANEOUS .....	56
ARTICLE 36 MERIT COMMITTEE .....	57
ARTICLE 37 DURATION OF AGREEMENT .....	58
ARTICLE 38 SEVERABILITY.....	59
ARTICLE 39 FULLY BARGAINED AGREEMENT.....	60

#### APPENDIX "A" SALARY RANGES 2012-2014

## ARTICLES OF AGREEMENT

THIS AGREEMENT, made on this       day of       , 2014, between the TOWNSHIP OF MONTCLAIR, a municipality in the County of Essex and State of New Jersey (hereafter referred to as the "Township" or "Employer") and LOCAL UNION 20, FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION, or its successor in interest (hereafter to as the "Union", "Association" or "FMBA").

WHEREAS, this Agreement is designed to maintain and promote a harmonious relationship between the Township and such of its Employees of the uniformed Fire Department who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered; and

WHEREAS, the terms and conditions of employment, wages, fringe benefits, grievance and arbitration procedures, and other provisions pertaining to working conditions of Employees within the jurisdiction of the Union are hereby embodied within the four corners of this Collective Negotiations Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained and the receipt of other good and valuable consideration the receipt of which is hereby mutually acknowledged, it is hereby mutually agreed, bargained, covenanted, and promised as follows:

## ARTICLE 1

### RECOGNITION

Section 1. The Township hereby recognizes the Union as the sole and exclusive representative of all Employees in the bargaining unit as defined in Article 1, Section 2, hereof for the purposes of collective negotiations concerning salaries, hours and other terms and conditions of employment.

Section 2. The bargaining unit shall consist of all full-time and part-time firefighters performing unit work or members of the Fire Department below the rank of Lieutenant of the Township of Montclair, New Jersey, now employed or hereafter employed.

Section 3. This Agreement shall be binding upon the parties hereto and their successors.

Section 4. Unless otherwise indicated, the terms "Firefighter", "Employee", or "Employees", when used in this Agreement, refer to all persons represented by the Union in the above-defined negotiating unit.

Section 5. The Township and the Union hereby agree that the Union has the exclusive right to negotiate for Firefighters as to rates of pay, hours of work, and other terms and conditions of employment.

## ARTICLE 2

### ASSOCIATION SECURITY/DUES CHECK-OFF/CREDIT UNION

Section 1. All Employees covered by this Agreement who are members of the FMBA at the time this Agreement is ratified, or who hereafter become members during the term of this Agreement, must retain their membership in the Association for the duration of this Agreement, in accordance with the terms noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the FMBA. Any member may resign from the FMBA effective January 1 or July 1 annually, in accordance with the noted requirements of N.J.S.A. 52:14-15.9e, by filing a notice of withdrawal thereunder. In the event the member fails to notify the Township on January 1 or July 1 of any year to cease dues deductions, such deductions shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the Employee to the Union in writing and a copy thereof furnished to the Township of Montclair.

Section 2. The Employer agrees to deduct from the salaries of its Employees who are members of the Union pursuant to Section 1 dues from the FMBA. Such deductions shall be made in compliance with N.J.S.A. 54:14-15.9e, as amended, and N.J.S.A. 34:13A-5.6. Said monies, together with records of any corrections, shall be transmitted to the FMBA Treasurer or his/her designee within three (3) working days from the payroll period ending date of each payroll period.

Section 3. Employees who elect not to become members of the Union pursuant to Section 1 of this Article, shall be considered non-members. Notwithstanding said Employees' withdrawal from the Union, a representation fee shall be paid in lieu of dues for services rendered by the Union. The representation fee in lieu of dues shall be an amount equivalent to eighty-five percent (85%) of the regular membership dues, fees and assessments. Said payment shall be deducted from the salaries of non-members pursuant to Section 2 of this Article.

Section 4. Payment of the representation fee in lieu of dues shall be made to the Union during the term of this Agreement affecting such non-member Employees and during the period, if any, between successive Agreements so providing, on or after, but in no case sooner than the 30<sup>th</sup> day following the

beginning of the Employee's employment in the unit hereunder, and no sooner than the 10<sup>th</sup> day following reentry into the appropriate unit for Employees who previously served in a position included in the unit hereunder but who continued in the employ of the Employer in an excluded position.

Section 5. The Employer shall effect each Employee's request for Credit Union Check-off to the Union Credit Union Plan (East Orange Firemen's Federal Credit Union) upon authorization of the individual Employee to do so.

Section 6. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association signed by the president of the Association advising of such changed deduction.

Section 7. The Association shall provide the Township with its statutorily drafted demand and return system.

### ARTICLE 3

#### UNION NEGOTIATING AND GRIEVANCE COMMITTEES

Section 1. The Employer shall permit members of the FMBA Grievance Committee (not to exceed a total of three (3)) to conduct the business of the Committee, which consist of investigating Employee grievances and conferring with Employees and the Employer on grievances in accordance with the grievance procedure set forth herein, and representing Employee interests arising from said grievances to the Employer during the duty hours of the members without loss of pay or compensatory time, provided the conduct of said business shall require the recall of off-duty Firefighters to bring the Department to its proper effectiveness. Provided that the same does not diminish the effectiveness of the Fire Department, the Committee shall be permitted to conduct the business set forth herein in any Fire House. The Chief shall be notified of meetings in advance.

Section 2. The Employer shall permit members of the FMBA Negotiation Committee to attend collective negotiations meetings during the duty hours of the members. However, only three (3) members of such Committee shall be permitted to attend such meetings without loss of pay or compensatory time only if it does not diminish the ranks.

Section 3. The Employer agrees to grant the necessary time off without loss of pay or compensatory time to the members of the FMBA elected as delegates to attend any state convention of the N.J. Firemen's Mutual Benevolent Association, in accordance with statute.

Section 4. The Employer shall grant time off without loss of pay to the President of FMBA No. 20 and the Legislative Delegate to the New Jersey State FMBA, or alternate, to conduct FMBA business and to attend State FMBA business functions which require their attendance. The Employer further agrees that the said officials shall be granted time off without loss of pay or compensatory time to attend, in an official capacity as representatives of the FMBA, funerals for Firefighters who have given their lives in the course of their duties as Firefighters provided that such attendance does not diminish the effectiveness of the Department.



Section 5. The Executive Board of the Association shall be granted time off from duty, provided it does not unduly interfere with the operation of the Department, and shall suffer no loss of regular pay or compensatory time for meetings of the Executive Board and the membership meetings of the FMBA when such meetings take place at a time when such members are scheduled to be on duty.

## ARTICLE 4

### ACTING APPOINTMENTS

Section 1. Whenever a member of the bargaining unit is required to serve as an Acting Officer, which shall include the positions of Lieutenant, Captain, and the Battalion Chief, the member shall be paid as follows:

A. Short Term Acting – When a member of the bargaining unit is required to serve as an acting officer to fill in for an officer on leave he/she will receive the rate of pay in the first step of the rank immediately above his/her own rank on an hour-for-hour (or part thereof) basis.

B. Long Term Acting – When a member of the bargaining unit is required to serve as an acting officer to fill in for an officer on terminal leave, the next person on the promotional list will serve in an acting capacity without pay until the departing employee is no longer paid. The acting officer's seniority (including eligibility to move to the next step in the pay scale) in the higher position begins from the time he/she first assumed the position.

C. The Township retains the right to determine when a vacancy exists and when an acting officer is serving in a short term or long term acting capacity. Once the Township determines to fill a long term acting position, the acting officer is entitled to the promotion when the departing employee is off the payroll.

i. The person who served in the acting capacity will not vest in the retired officer's position unless the person actually retires without returning;

ii. The officer serving in the acting position will be advised, in writing, of the approximate date of promotional opportunity upon commencing work in the acting capacity.

iii. The person who served in the acting position will be required to sit for the next promotional procedure even if he or she is serving in the Long Term Acting Position at the time that the next promotional procedure commences;

iv. If the retiring officer returns to duty before the results of a pending promotional procedure have been finally determined, then the results of the new procedure shall apply; if the

retiring officer returns to duty after the results of the pending promotional procedure have been finally determined, then the officer who was in the Long Term Acting Position will be deemed to be vested in the right to succeed to the next promotion available.

Section 2. The Township reserves the right to assign whomever it so chooses to acting officer positions.

## ARTICLE 5

### HOURS OF WORK

Section 1. Excluding employees in the Fire Prevention and Training Bureaus, the regular workweek will be a twenty-four (24) hour tour of duty with a starting time of 8:00 a.m., followed by seventy-two (72) hours off, with a workweek that averages not more than forty-two (42) hours computed over an eight-week cycle. The 24/72 work schedule was implemented on the major premises of and for the objective of effectuating costs savings for the Township via reduced overtime costs as caused by non-catastrophic/non-extraordinary utilization of sick leave by bargaining unit members. The workweek for new hires and for any other employees for training purposes as the Township determines is necessary, will be a forty-two (42) hour workweek with a work schedule determined by the Chief.

Section 2. Notwithstanding the requirements of the Fair Labor Standards Act as amended in 1974, it is expressly agreed by and between the Union and the Employer that the Union shall waive any right to overtime payments for the two (2) hours normally worked in excess of forty (40) hours in any work week. However, overtime shall be paid in accordance with the requirements of 29 U.S.C. sec. 207(k).

Section 3. For the training officer, the normal work week shall be a four (4) day, ten (10) hour per day Monday through Saturday work week, for a total of forty (40) hours, plus assigned duties, hours and holidays, in accordance with Article 33, Section 4.

Section 4. Present work schedules and practices in connection therewith shall be maintained during the duration of this Agreement except as modified herein.

Section 5. The Battalion Chief or his/her designee in charge of each group shall establish a roster of the Employees in his group on a seniority basis. Whenever overtime work is required, it shall be rotated among Employees in the roster. If an Employee refuses an assignment to work overtime, he/she shall be considered as having such overtime assigned for the purpose of maintaining a proper order of rotation for future assignment, firefighter for firefighter, officer for officer.

## ARTICLE 6

### BULLETIN BOARDS: FMBA VISITATIONS

Section 1. Subject to prior approval of the Chief, which approval shall not be unreasonably withheld, the Township shall permit the FMBA, through its President or his/her designee, use of bulletin boards in each Fire House for the posting of notices concerning FMBA business and activities affecting the welfare of FMBA members, excluding political advertisements and notices.

Section 2. A Firefighter, member of the Grievance Committee, Negotiating Committee, and/or Counsel for the FMBA or the FMBA's designee may enter the Fire Department at its several locations at reasonable times during working hours for the purpose of investigating facts relating to Employees grievances or other matters relating to the operation of this Agreement. An Employee-grievant may be released with pay from his/her duty in order to confer with such representative(s) of the FMBA, subject to the reasonable scheduling demands of the Employer.

## ARTICLE 7

### LEGAL ACTIONS AGAINST FIRE FIGHTERS

Section 1. The Township shall provide legal defense for any employee covered by this Agreement in accordance with N.J.S.A. 40A:14-28.

Section 2. All fees paid out under this Article shall be no larger than the Township Attorney's hourly rate.

Section 3. Any Employee called in to testify shall be entitled to overtime as long as the testimony is job-related and the Employee is off-duty when testifying.

## ARTICLE 8

### ACCESS TO PERSONNEL RECORDS

Section 1. The Employer shall permit each Employee the right to fully inspect and examine, without restriction, his personnel records at least once during each calendar year, upon notice to the Employer. When an Employee wishes to view his/her personnel file he/she must make a request to the Human Resources Office. The Human Resources Office shall notify the requesting Employee in writing with the date and time the Employee can review the file. A copy of the notice shall be sent to the Fire Chief by the Human Resources Office. Such inspection and examination shall take place in a private place provided by the Employer at reasonable hours. The Employer may require that such inspection and examination take place in the presence of the Human Resources Director and/or his/her designee, and the Employee may, at his sole option, have a third party of his choice present at such inspection. The Employee shall be provided with copies of all or any items contained in and among his personnel records at the Employer's expense, and upon the Employee's demand. Employees can request copies within a reasonable time frame of items in their personnel file. Employees will request that only necessary items will be copied. When the Employee requests information to be included in their personnel file, said request must be made through the Fire Chief. All negative documentation going into the Employee's file will be initialed by the Employee. The initialing by the Employee does not indicate concurrence with the documentation, just the receipt of such documentation. The Employee shall be given thirty (30) days from the date he initials material placed in his file to rebut. Only the official personnel records, and no others, shall be maintained for each Employee.

Section 2. The Employer shall provide the Employee with access to his/her service and medical records, and within a reasonable time following such Employee's request, shall provide such Employee with a copy thereof.

## ARTICLE 9

### NO DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the Union or against the Employees represented by the Union because of membership or activity in the FMBA, or because of other protected, concerted activities for their mutual aid and protection. There shall be no discrimination or coercion by the Union or any of its agents against any Employees covered by this Agreement because of membership or non-membership in the FMBA. The Employer shall refrain from showing preferential treatment towards any particular Employee. Nor shall the Employer discriminate in favor of, or assist, any other labor or Firefighters organization which in any way affects the Union's rights as the duly certified representative of the Employees hereunder. The Employer and the Union agree to adhere to all State and Federal laws regarding discrimination. The Employer shall cooperate with the Union with respect to all reasonable requests concerning the Union's responsibilities as the duly certified representative of Employee herein.



ARTICLE 10

MUTUAL AID

Section 1. Employee, while rendering aid to another community, shall be fully covered by Workers Compensation and Liability Insurance, and pension benefits as provided by State law. The expense for such coverage shall be provided in full by the Employer.

Section 2. The Employer and the Union agree to abide by all laws regarding mutual aid.

Section 3. The Employer and the Union agree to set up a committee to discuss mutual aid. The committee shall meet two times per year.

## ARTICLE 11

### COMPENSATION

Section 1 – Salaries: Wages shall be paid to all employees covered by this Agreement in accordance with Appendix “A” and made a part hereof.

This 2012-2014 Agreement between the Township and the FMBA Local 20 is predicated on the understanding that there is no concept as to parity intended in the establishment of wage rates. The current probationary rate for new hires hired on or after January 1, 1997 shall be twenty-six (26) weeks in duration. Each further step movement on the salary schedule shall be after successive one year periods. The foregoing annual rates for Probationary Firefighter through Firefighter include pay for seven (7) holidays with pay. In addition to the foregoing, the same members of the Department will receive additional pay for seven (7) holidays.

Section 2 – Method of payment: Wages, increments, bonuses, or differentials thereto shall be paid on alternate Fridays. Compensation for overtime, holiday pay, or any other monetary benefit, the time for payment of which is not otherwise provided for in this Agreement, shall be paid on the next regular payday for the regular period during which the overtime or holiday was worked, or during which the benefit accrued.

Section 3. The terms of this Agreement shall apply to those employees on the payroll as of the date of the execution of this Agreement, as well as those who resigned in good standing, retired or were on medical leave of absence from January 1, 2012 to the date of execution of this Agreement. Persons who were terminated for cause or who resigned not in good standing between January 1, 2012 and the date of execution of this Agreement shall not be entitled to benefits hereunder.

Section 4. Initial placement on the salary guide for Firefighters who are hired with prior firefighting experience shall be within the sole discretion of the Township.

## ARTICLE 12

## SCHOLASTIC CREDITS

Section 1. Firefighters who have acquired Bachelor's Degree in any curriculum other than Fire Science prior to August 27, 1981 shall receive, in addition to their regular annual salary, six hundred dollars (\$600.00) in the form of a scholastic bonus, to be paid in the first pay period of June of each year. Effective January 1, 2009 this scholastic bonus will increase to seven hundred and fifteen dollars (\$715.00).

Section 2. Firefighters who have acquired an Associate's Degree in any curriculum other than Fire Science prior to August 27, 1981 shall receive, in addition to their annual salary, three hundred dollars (\$300.00) in the form of a scholastic bonus, to be paid in the first pay period in June of each year. Effective January 1, 2009 this scholastic bonus will increase to three hundred and eighty-five dollars (\$385.00).

Section 3. Firefighters who have earned a Bachelor of Science Degree in Fire Science shall receive, in addition to their regular annual salary, the sum of sixteen hundred and fifty dollars (\$1,650.00) to be paid in the first pay period in June of each year.

Section 4. Firefighters who have earned an Associate's Degree in Fire Science prior to August 27, 1981 shall receive, in addition to their regular annual salary, the sum of nine hundred and ninety dollars (\$990.00) to be paid in the first pay period in June of each year.

## ARTICLE 13

### LONGEVITY/PENSION

Section 1. A. All employees hired prior to January 1, 1995 covered by this Agreement shall be entitled to, and be paid, longevity pay, computed as follows, and longevity compensation shall be paid to each Employee in addition to his base salary:

<u>YEARS COMPLETED</u>	<u>PERCENTAGE OF BASE SALARY</u>
Upon completing five (5) years	Two percent (2%)
Upon completing ten (10) years	Four percent (4%)
Upon completing fifteen (15) years	Six percent (6%)
Upon completing twenty (20) years	Eight percent (8%)
Upon completing twenty-four (24) years	Ten percent (10%)

B. All employees hired on or after January 1, 1995 covered by this Agreement shall be entitled to, and be paid, longevity pay, computed as follows, and longevity compensation shall be paid to each employee in addition to his base salary:

<u>YEARS COMPLETED</u>	<u>PERCENTAGE OF BASE SALARY</u>
Upon completing five (5) years	One and one-half percent (1.5%)
Upon completing ten (10) years	Three percent (3%)
Upon completing fifteen (15) years	Four and one-half percent (4.5%)
Upon completing twenty (20) years	Six percent (6%)
Upon completing twenty-four (24) years	Seven and one-half percent (7.5%)

Continuous service, as that term is defined in Article 23 of this Agreement, with the Fire Department and/or with the Township as part of the Police and Firefighter's Retirement System shall be the basis for computing longevity hereunder.

C. Employees hired after January 1, 2009 will not receive a longevity or service incremental pay.

Section 2. Longevity compensation shall be included with regular pay for purposes of computing each Employee's pension entitlement.



## ARTICLE 14

### CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCES

Section 1. The annual clothing allowance, which includes uniforms, personal ropes, lights, etc., shall be payable in two (2) equal installments, one on May 1<sup>st</sup> and one on November 1<sup>st</sup> in each year. Effective 2009, the clothing allowance will be eleven hundred and eighty-six dollars (\$1,186.00) and twelve hundred and eleven dollars (\$1,211.00) for 2010. Employees who retire from the Fire Department shall be entitled to a pro-rated clothing allowance to the date of retirement, or to the date of commencement of terminal leave, whichever is earlier. Employees who are separated from the Department shall be entitled to a pro-rated clothing allowance to the date of such separation for the year in which such separation occurs.

Section 2. Any uniform damaged in the line of duty which is not repairable will be replaced by the Employer, provided that the Chief of the Department determines that such uniform is not repairable, and provided further that such uniform was not near ready for replacement through normal wear and tear. The parties agree that the Township will continue per current practice to replace uniforms damaged in the line of duty. Employees are responsible for replacing all items due to wear and tear.

Section 3. Any personal items of a Firefighter damaged in the line of duty shall be replaced or repaired, as the case may be, at the Employer's expense, provided that the cost of such replacement or repair does not exceed one hundred dollars (\$100.00). The existing eyeglass program shall be one hundred dollars (\$100.00). If contact lenses need to be replaced, there shall be a maximum of one hundred fifty dollars (\$150.00).

Section 4. In the event the Employer orders a change in the standard uniforms or equipment to be worn by some or all Firefighters, the Employer shall issue such new item or items to all present Firefighters, and such item or items shall become part of the standard issue to new Firefighters.

Section 5. The Employer shall provide the following protective gear to each Firefighter: (1) helmet and (2) boots and required PEOSHA equipment. Employees who purchase approved leather boots in lieu

of rubber boots issued by the employer shall be reimbursed an amount equal to the cost to the Township of rubber boots.

Section 6. No payment shall be required under this Article if damage is due to Employee's negligence.

Section 7. The Employer shall, at its expense, provide eyeglass holders for S.C.B.A. masks for all Firefighters who wear glasses. In the event the Employer requires Firefighters to wear patches or other adornments on their uniforms, the Employer agrees to provide the required patches at its expense.

Section 8. The Employer shall provide all required uniforms and/or equipment for probationary firefighters to attend the Fire Academy.

## ARTICLE 15

### HOLIDAYS/TIME-OFF UTILIZATION

Section 1. Employees covered by this Agreement who work a ten (10) hour day shall receive one hundred forty (140) hours of paid holiday time each calendar year in addition to salary and other benefits. Employees covered by this Agreement who work a twenty-four (24) hour day shall receive one hundred sixty-eight (168) hours of paid holiday time each calendar year in addition to salary and other benefits. These calculations are based on fourteen (14) holidays. One-half of the paid holiday time shall be included with and paid at the Firefighter's daily rate, equally distributed, as part of the regular bi-weekly compensation, for creditable salary purposes only. Holiday pay shall not be included in the calculation for any rates of pay, including, but not limited to, overtime rates, pay rates, stipends, differentials and daily rates, other than base pay for pension purposes. The remaining half of the paid holiday time shall be payable in time off and in lieu of cash payment. These days may be accumulated and carried over into the subsequent contract year in the event the Employer refuses to grant said days when requested by an Employee. The parties hereto shall make every effort to cooperate in order that these days will be scheduled during the course of the calendar year. However, the Employer shall not dispense any of these days or accumulated time owed unless specifically requested by the Employee. In the event that a work group has twenty-one (21) members assigned to it, the eighteenth (18<sup>th</sup>) Firefighter shall be subject to recall and may be requested to replace a Firefighter among the remaining seventeen (17) members in the group who is otherwise unavailable, and time-off days shall not be guaranteed hereunder if the number of employees in any group simultaneously on vacation brings the work group to below a complement of seventeen (17). The foregoing requirement to provide an employee complement of seventeen (17) employees in any work group shall not be construed, adopted, or accepted as a minimum manning standard by either party to this agreement.

Section 2. In the event the Employer shall declare, grant, or create paid holidays in excess of fourteen (14), after due notice and negotiation with the Union, such additional holiday or holidays shall be granted to all Firefighters in the form of cash payment.



Section 3. Every employee covered under this Agreement shall be entitled to time off without loss of pay pursuant to Section 1 hereof. Every employee shall be entitled to utilize said time off in the following manner: upon written notice, an employee shall be guaranteed time off on the day requested without loss of pay on a one-day-at-a-time basis in any given group through and including the seventeenth (17<sup>th</sup>) employee in the group, counting in reverse order commencing with the maximum number of employees assigned to the group, provided that (a) the request for time off be granted on a first-come, first-serve bases; (b) the seventeenth (17<sup>th</sup>) Firefighter shall be subject to recall and may be requested to replace a Firefighter among the remaining sixteen (16) Firefighters in the group who is otherwise available; and (c) time-off days shall not be guaranteed hereunder if the number of employees in any group simultaneously on vacation brings the work group to below a complement of sixteen (16) employees. The foregoing requirement to provide an employee complement of sixteen (16) employees in any group shall not be construed, adopted, or accepted as a minimum manning standard by either party of this Agreement. Firefighters may use TO hours to attend to serious illnesses, pregnancies, or childbirth in the Firefighter's family or for family leave at the approval and discretion of the Chief, which shall not be unreasonably withheld.

Section 4. By December 31, each firefighter may elect for the following year to receive the seventy (70) hours (ten (10) hour day) or eighty-four (84) hours (twenty-four (24) hour day) of TO time for holidays as pay, payable either at the time he/she takes vacation or in December, as he/she elects. In the event that a firefighter designates a shift as one to be used and does not use the shift, then and in that event the shift shall be accumulated.

Section 5. The observed holidays are as follows:

- |                                 |                             |
|---------------------------------|-----------------------------|
| (1) New Years Day               | (8) Labor Day               |
| (2) Martin Luther King Birthday | (9) Columbus Day            |
| (3) Lincoln's Birthday          | (10) Veteran's Day          |
| (4) Washington's Birthday       | (11) Thanksgiving           |
| (5) Good Friday                 | (12) Day after Thanksgiving |
| (6) Memorial Day                | (13) Christmas              |
| (7) Independence Day            | (14) Floating Holiday       |

Section 6. An employee called for Jury Duty must submit the summons to the Chief as soon as possible after receipt. An employee required to serve jury duty on a scheduled workday shall be excused from work to serve but shall report for the remainder of his or her shift, if applicable, upon being released from Jury Duty service for the day. It is expected that employees in that situation will report to work no later than 1800 hours. An employee selected as a juror for a trial must immediately notify his or her Battalion Chief of his or her selection and may be excused from reporting for the remainder of his or her shift. An employee scheduled to report for Jury Duty service the morning that he or she is completing a twenty-four (24) hour shift will be excused at 2200 hours in order to report for Jury Duty on time. Upon completion of Jury Duty the employee must present documentation from the court indicating the dates served. Notwithstanding the foregoing, the Township reserves the right to require an employee to present documentation at any time. Failure to comply may result in loss of pay for any time away from work.

Section 7. For purposes of converting all existing accumulated time upon assuming the 24/72 schedule, all existing sick, vacation, bereavement, personal or other contractual days off will be converted to an hourly basis (i.e., two 12 hour days = one 24 hour day).

## ARTICLE 16

### VACATIONS

Section 1. Employees covered by the terms of this Agreement who work a ten (10) hour day shall receive vacation with pay as set forth in the following schedule

#### Years of Service

Less than One (1)

One (1) Year

Two (2) Years

Three (3) Years

From 4 through completion of 5 years

From 6 through completion of 11 years

From 12 through completion of 17 years

From 18 through completion of 24 years

Twenty-five (25) years

#### Vacation Hours

Thirty (30) hours every three (3) months up to a max. of one hundred ten (110) hours.

One hundred ten (110) hours

One hundred twenty (120) hours

One hundred thirty (130) hours

One hundred forty (140) hours

One hundred fifty (150) hours

One hundred sixty (160) hours

One hundred eighty (180) hours

Two hundred (200) hours

Employees covered by the terms of this Agreement who work a twenty-four (24) hour day shall receive vacation with pay as set forth in the following schedule

#### Years of Service

Less than One (1)

One (1) Year

Two (2) Years

Three (3) Years

From 4 through completion of 5 years

From 6 through completion of 11 years

From 12 through completion of 17 years

From 18 through completion of 24 years

Twenty-five (25) years

#### Vacation Hours

Thirty-six (36) hours every three (3) months up to a max. of one hundred thirty-two (132) hours.

One hundred thirty-two (132) hours

One hundred forty-four (144) hours

One hundred fifty-six (156) hours

One hundred sixty-eight (168) hours

One hundred eighty (180) hours

One hundred ninety-two (192) hours

Two hundred sixteen (216) hours

Two hundred forty (240) hours

Section 2. Vacation pay is computed on the basis of length of service as that term is defined in Article 14, Longevity and Article 21, Seniority.

Section 3. An Employee's total years of service shall be the basis for determining his entitlement under Section 1 hereof.

Section 4. Vacation leave shall be taken during the calendar year within the year in which vacation leave is earned at such time as permitted by the Chief of the Fire Department.

Section 5. Annual vacation leave may be carried forward to the next succeeding calendar year only in the event the Employee's leave cannot be granted, or in the event such Employee requests permission for personal reasons to carry the leave forward and such permission is approved by the Township. Permission for vacation carryover shall be subject to the approval of the Chief, which approval shall not be unreasonably withheld. Employees who are on disability leave, sick leave or line of duty leave shall be entitled to carry over annual vacation leave to the next succeeding calendar year when such illness, injury or disability interrupts their full use and enjoyment of their vacation entitlement hereunder.

Section 6. In the event an Employee is injured or becomes ill immediately prior to his vacation, he shall not suffer any penalty, and his vacation shall be rescheduled.

Section 7. Employees shall be entitled to pro-rated vacation only during their first years of service (probationary).

Section 8. The vacation schedule for day members shall be as follows:

0-15 years – 0

16-25 years – 12 hours

25+ - 24 hours

## ARTICLE 17

### HEALTH & WELFARE INSURANCE

Section 1. The Employer agrees to provide State Health Benefits Plan or a plan equal to or better than, in sum, for all employees and their dependents as defined under the respective policies of insurance. The Employer agrees to provide major medical insurance to all employees and their dependents. Each employee shall contribute 1.5% of base salary towards health insurance pursuant to P.L. 2010, c.2 or the premium contribution required by P.L. 2011, c.78, whichever provides for the greater employee contribution.

Section 2. The FMBA agrees to take over the payments for the life insurance coverage effective July 1, 1997.

Section 3. The Employer shall provide, at no cost to the Employee, full-care dental insurance coverage for each Employee and his/her dependents. An upgraded dental plan shall be made available by the Township and may be selected with the added cost assumed by the employee.

Section 4. The Employer shall provide, at no cost to the Employee, short term disability insurance coverage for each Employee under which the Employee shall be the beneficiary. Such disability benefits shall be equal to sixty-six and two-thirds ( $66 \frac{2}{3}$ ) of a disabled Employee's basic weekly earnings.

Section 5. The Employer retains the right to change insurance carriers so long as substantially similar benefits are provided. The Employer agrees to give forty-five (45) days notice to the FMBA. The FMBA has the right to receive all insurance information to review, related to the change, including but not limited to the person to contact at the agency prior to the notice, such person shall cooperate with the FMBA to provide such requested information.

Section 6. The Employer shall offer a Cafeteria Plan under Section 125 of the Internal Revenue Code which will permit Employees to reduce their compensation to reimburse non-covered medical, dental and dependent care expenses (i.e. those expenses not covered by present insurance benefits). The Employer agrees to administer the Plan in accordance with applicable laws. The Employer will not match any monies paid by Employees to the Cafeteria Plan

Section 7. A physical fitness program has been established by the parties. If an individual meets the requirements of the program, he/she shall be entitled to ten (10) hours of additional TO time if the

employee works a ten (10) hour day and twelve (12) hours of additional TO time if the employee works the twenty-four (24) hour shift.

## ARTICLE 18

### FIREFIGHTER'S DUTIES

Section 1. Employees may be assigned to perform any duty related to fire fighting, fire prevention, rescue, salvage, care and maintenance of fire fighting equipment, apparatus, overhaul work, care, maintenance and housekeeping of fire houses. It is understood that this will not encompass major construction, plumbing, electrical, painting, carpentry, masonry or other such maintenance work and mechanical work normally performed by Repair Bureau Employees or non-negotiating unit Employees. However, unit Employees may be required to perform minor repairs or maintenance work in the aforementioned categories on Fire Department equipment or structures, at the direction of the Chief.

Section 2. Firefighters shall not normally perform duties usually performed by members of the police department.

## ARTICLE 19

### GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as (a) any complaint by an Employee with respect to wages, hours of work, or other terms and conditions of employment, (b) any complaint by an Employee that there has been, as to him/her, a violation, misinterpretation, or misapplication of the provisions of this Agreement or of any existing rule, regulation, or order of the Township.

Section 2. In the event an Employee wishes to file a grievance it shall be presented, in writing, to the authorized Union representative, who shall then process the grievance in accordance with the following Grievance Procedure:

Step One: The President of the Union, or his duty authorized and designated representative, shall present the grievance in writing within forty-five (45) calendar days of the events which gave rise to the grievance and shall discuss said grievance orally with the Chief of the Fire Department. The Chief shall respond to said grievance, in writing, within ten (10) calendar days from its presentation by the Union representative.

Step Two: If the grievance is not resolved at Step One, the grievance shall be presented, in writing, to the Township Manager or his designee. The Township Manager or his/her designee shall meet with the Union representative within ten (10) calendar days of presentation of the grievance and respond in writing within ten (10) calendar days of the meeting.

Step Three: If the grievance is not settled to the satisfaction of the parties at Step Two of this Grievance Procedure the Union may demand arbitration of the grievance pursuant to Article 20, Arbitration, hereinafter set forth. Nothing herein is intended to deny any Employee the right to appeal as expressly granted under state or federal law or regulation.

Section 3. Failure on the part of the Township to respond to the grievance within the time limits set forth herein shall be deemed a denial and the Union may move to the next step. Failure of the Union to proceed to the next step within the appropriate time frame shall be deemed a waiver of the grievance.



Section 4. All Employees shall continue to observe all assignments and rules and regulations during the pendency of a grievance and until it is fully determined, except where an imminent danger to safety and health exists.

## ARTICLE 20

### ARBITRATION

Section 1. Any grievance, as that term is defined in Article 19, or other matter in dispute involving the interpretation or application of this Agreement, not settled by the Grievance Procedure as herein provided, may be submitted to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The party demanding arbitration shall request the New Jersey Public Employment Relations Commission or the New Jersey State Board of Mediation to appoint an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations of either such agency. Within thirty (30) calendar days of receipt of the Employer's/Union's decision at Step 3, the aggrieved party must file for arbitration. Failure to file within this time period shall be deemed a waiver of the grievance.

Section 3. The decision of the arbitrator shall be in writing and shall include the reasons for such finding and conclusion.

Section 4. The decision of the Arbitrator shall be final and binding on the Employer and Union and enforceable under the laws of New Jersey.

Section 5. The Arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of the term "grievance" under Section 1 of Article 19. The Arbitrator shall, in the performance of his duties, be bound by, and comply with, the provisions of this Agreement. The Arbitrator shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The Arbitrator's decision shall be binding and in writing, and shall set forth his/her opinions and conclusions on the issue submitted. The Arbitrator shall have the power to make compensatory awards, where necessary, to implement his/her decision.

Section 6. The costs of the services of the Arbitrator for a grievance filed hereunder shall be borne equally by the parties. The parties direct the Arbitrator to decide, when asked, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.



## ARTICLE 21

### SENIORITY

Section 1 – Definition: The term “seniority” shall mean a Firefighter’s length of continuous service with the Employer, including any service which must be credited under applicable state law. “Continuous service” shall not be broken by (1) time lost due to authorized leaves of absence or absence for a bona fide illness or injury, certified by a physician, not in excess of one (1) year, such certification shall be subject to review by a Township designated physician; (2) layoff less than one year; or (3) vacation. Employees hereunder shall be governed by seniority for purposes of lay-off and recall, scheduling of vacations, and any other conditions of employment which, by custom, usage, and past practice in the Township are so governed by seniority.

#### Section 2 – Lay-offs:

- (a) In the event of a lay-off, seniority shall be as follows:

For Firefighters: Department-wide

- (b) So long as one or more Firefighters are on a lay-off status, the Employer shall not:

(1) Hire any other Firefighters on either a temporary or permanent basis, or

(2) Direct any other Employees outside of the recognized bargaining unit work, except in the case of emergency other than an emergency created by the Employer’s laying off Firefighters. For purposes of this subsection, “emergency” shall mean a sudden, urgent, unforeseen occurrence or occasion requiring immediate action, such as in the case of a fire or serious car accident.

#### Section 3 – Recall:

- (a) Fire Officers or Firefighters on lay-off status shall be recalled in the inverse order of layoff.

(b) In the event of recall, the Employer shall serve written notice, by registered mail, return receipt requested (addressee only), upon the Union and the Firefighters affected, directing such Firefighters to report back to work within fourteen (14) working days after receipt.

Section 4. Seniority shall be broken only under the following circumstances and events:

- (a) Voluntary termination;
- (b) Termination for just cause;
- (c) Failure to report back to work within fourteen (14) working days after receipt of notice of recall; or
- (d) Layoff in excess of five (5) years.

Section 5. The Employer shall provide the Union, at the commencement of each calendar year, with an updated seniority list based on Employee rank and classification. The Employer shall maintain a seniority list modified only by reason of the termination or voluntary withdrawal of an Employee, which list shall be made available to the Union upon request.

## ARTICLE 22

### SICK LEAVE

#### Section 1.

(a) All Employees covered by this Agreement with the 24/72 work schedule shall receive one hundred forty-four (144) hours of sick leave each calendar year to be used for non-occupational injury or illness.

It is further agreed, however, that if the 24/72 shift is not continued at any time, then sick time shall become one hundred and fifty-six (156) hours annually. Effective January 1, 2000, the Township will award six (6) hours bonus personal time for each calendar quarter of perfect attendance. (A calendar quarter is defined as January-March, etc.). Additional bonus personal time of twelve (12) hours will be awarded to employees with perfect attendance for the full calendar year, for a maximum of thirty-six (36) personal hours earnable in a year (i.e., six (6) hours for each quarter of perfect attendance and twelve hours for perfect year). Personal hours shall be utilized in the same manner as TO time.

The Township further agrees that up to sixty (60) hours of sick time per year may be used for the care of an ill family member.

Effective January 1, 2000, unused sick days earned after January 1, 2000 shall be accumulated at 100%.

In the first week of January, or as soon thereafter as is practicable, the Employer shall provide each Employee with a written statement of account as to the number of sick leave days used in the previous year and the balance of sick leave days accumulated through that date. No accumulation shall be permitted by a probationary Employee who is not appointed a regular member of the Fire Department.

(c) Unused accumulated sick leave shall be paid at the Employee's current rate at time of terminal leave to the Firefighter or his estate, heirs, or next of kin at time of the Firefighter's separation of employment due to illness, disability, retirement, or death. The total accumulation of unused sick leave shall not in any event, exceed:

Firefighters whose employment commenced on or  
After January 1, 1963 and up to December 31, 1994

130 days

Firefighters whose employment commenced on or  
About January 1, 1995

130 days, but not to  
exceed \$15,187

Section 2. Firefighters who are injured or become ill due to job related reasons shall suffer no loss of pay, nor shall sick leave be charged against them, until such Firefighters begin to receive disability retirement or until nine (9) months have passed from the date of such Firefighter's injuries or illnesses, whichever is earlier. Such line of duty leave with pay shall be retroactive for those bargaining unit Employees injured on or after January 1, 1984.

Section 3. Bereavement leave shall be treated as leave independent of an Employee's annual leave or sick leave.

Section 4. Sick pay shall be computed by subtracting those days taken from scheduled work days only.

## ARTICLE 23

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this

Agreement by the laws and constitution of the State of New Jersey and of the United States, except as modified or limited by the terms of this Agreement, including, but without limiting the generality of the foregoing the following rights:

A. To make rules of procedure and conduct and to direct and control the quantity and quality of the work required, including the right to hire all Employees and to promote, transfer and assign Employees, subject to the provisions of the collective negotiations agreement.

B. To make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order and safety, and, after reasonable advance notice of the same to Employees, to require compliance, all subject to the provisions of the collective negotiations agreement.

C. To take appropriate disciplinary actions for good and just cause shown, subject to the provisions of the collective negotiations agreement and of the laws of the State of New Jersey and the United States.



## ARTICLE 24

### OVERTIME

Section 1. In the event an Employee is directed by a superior or reasonably required by circumstances to continue working after the completion of his/her regularly scheduled tour of duty, any such work shall constitute overtime work which shall be compensated in cash, at the rate of one and one-half (1 ½) for each hour worked, with a minimum guarantee of one (1) hour.

Section 2. Any Firefighter, who is required to or receives a request to return to work after completion of his/her regularly scheduled shift and before beginning his next regularly scheduled shift, shall be compensated for the first four (4) hours of such overtime work, even though they are not continuous at the rate of one and one-half (1 ½) hours for each overtime hour worked.

Section 3. Any Firefighter who is subpoenaed to appear before any Grand Jury, Juvenile Court or other court of hearing at a time other than his/her regularly scheduled work shift, shall be compensated at the premium rate of one and one-half (1 ½) times his /her regular hourly rate for all such hours.

Section 4. The Township agrees that when possible training will be conducted when Firefighters are scheduled to be on duty. If training is mandated when a Firefighter is scheduled to be off he/she will be paid at time and one-half. The Township agrees to reimburse expenses in accordance with Township reimbursement policy.

Section 5. With prior approval of the Fire Chief, Employees may receive compensatory time at a time and one-half hourly rate for attendance at training classes and meetings related to their firefighting duties for which overtime pay is not available. Compensatory time must be used in the year earned unless the Employee requests the use of the time and it is disapproved by the Township. In such an event, compensatory time can be carried over only to the following year, at which time it is "banked". Compensatory time will be taken only when its use will not result in overtime or cause the Township to go below its minimum manning levels. Compensatory time will be used by the Employees as set forth above, not paid in cash.

Section 6. Any Firefighter, who is required to appear at a Municipal court at a time other than his/her regularly scheduled work shift, shall be compensated at his regular hourly rate for all such hours, with a minimum guarantee of two (2) hours pay.

## ARTICLE 25

### PROMOTIONS

Section 1 – Promotional Positions: “Promotional positions” shall be defined as positions which pay a special salary differential, which involve, in part or in full, the performance of supervisory or administrative duties, and which include the positions of Lieutenant, Captain and the Battalion Chief.

Section 2- Notice of Vacancies: The Employer shall prominently post, on a bulletin board designated for this purpose, all openings for promotional positions as defined herein. The notice of any vacancy shall clearly state all qualifications, descriptions, requirements, duties, and any other pertinent information respecting the vacancy. Such notice shall also include the salary to be paid in such position.

Section 3. All notices of vacancies shall be posted, and otherwise publicized, no less than one (1) month prior to the time at which the receiving of applications for said vacancies is closed.

Section 4. The right to apply and compete for any and all promotional positions shall be open to all Employees who meet the qualifications and requirements of any or all of the respective positions to be filled.

Section 5 – Promotional Procedures: The FMBA will be given a written copy of the promotional examination procedure at least sixty (60) days prior to the start of any promotional examination. The Township Manager and Fire Chief shall convene a meeting with the FMBA in order that FMBA comments on the examination process may be presented.

Section 6. The right to establish examination criteria, and to make promotions based on those criteria, is solely the prerogative of the Township Manager.

Section 7. Whenever a promotional examination or procedure is given in the Township Fire Department, the following procedures shall control:

(a) Prior to conducting such examination, the Employer shall inform the Union of the nature, composition and purpose of the examination;

(b) The Employer shall give due consideration to the objections, comments and suggestions of the Union with regard to the examination procedure;

- (c) Failure to comply with (a) and (b) above, shall render the examination null and void; and
- (d) After the examination, every employee taking the examination shall have the right to review his/her test score or rating, and shall have the right to know how his/her score on each portion of the examination compares with other employees who participated in the examination and received promotions as a result thereof.

## ARTICLE 26

### PROBATIONARY PERIOD

All new Employees shall serve a probationary period of one (1) year and shall have no seniority or rights, except as expressly provided for in this Agreement, until such time as he/she becomes a permanent Employee. All Employees who have worked one (1) year shall be known as permanent Employees and the probationary period shall be considered part of their seniority under Article 21 of this Agreement.

## ARTICLE 27

### SAFETY AND HEALTH

The Employer and the Union shall cooperate fully in matters of safety, health, and sanitation affecting the Employees covered by the terms of this Agreement. To reduce danger as far as possible, the Employer shall provide each Firefighter with equipment in safe and good conditions and in accordance with contemporary standards as set forth in Article 14 of this Agreement.

## ARTICLE 28

### FIREFIGHTER'S RIGHTS

Section 1. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality. The wide-ranging powers and duties given to the Fire Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Department. These questions may require investigations by supervisory personnel. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, and once the investigation enters an accusatory state or when written reports are required, the following rules are hereby adopted:

- (a) The interrogation of an Employee shall be at a reasonable hour, preferably when the member involved is on duty.
- (b) The Employee shall be informed of the nature of the investigation before the interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the Employee of the allegations shall be provided. If it is known that the Employee is being interrogated as a witness only, he/she shall be so informed at the initial contact.
- (c) The questioning shall be reasonable in length. The Employee shall be entitled to have a Union representative, the Union's counsel or his/her own independent counsel present, if he/she so desires. Reasonable respite shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- (d) The complete interrogation of the Employee shall be recorded mechanically or by a Department stenographer. There will be no "Off the Record" questions. All recesses called during the questioning shall be recorded.
- (e) The Employee shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(f) If an Employee is under arrest or is likely to be that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to law.

(g) In all cases and in every stage of the foregoing proceedings, the Department shall afford the Employee every opportunity to confer with counsel and/or his/her Union representative, before being questioned concerning a violation of rules and regulations during the interrogation.

(h) The Employees covered by the terms of this Agreement shall have the right to refuse to answer any questions or to submit any reports which, as a result of said answers to said questions or reports, may permit disciplinary action to be taken against said Employees until such Employees are able to consult with counsel and/or his/her Union representative. However, reports must be filed before the Firefighter goes off duty, unless permission is otherwise provided by the Chief or the Firefighter is otherwise incapacitated.

(i) Nothing contained herein shall grant the Employee any more rights than an ordinary citizen.



## ARTICLE 29

### BEREAVEMENT LEAVE

Section 1. The Employer agrees that each Employee covered by this Agreement shall be permitted bereavement leave with pay not to exceed five (5) calendar days usually beginning with the date of death of a member of his family. For purposes of this Article immediate family shall include the Employee's current spouse, child, brother, sister, mother, father, stepmother, stepfather, current mother-in-law or current father-in-law, grandparents, or any person making his home with the Employee's family to such degree as to cause him or her to be considered or regarded as member of the family. In the event of the death of an Employee's relative of a more remote degree, such as an uncle, aunt, nephew, niece or cousin, a special leave of no more than 24 hours may be granted upon proper application to the Chief of the Fire Department.

Section 2. Bereavement leave shall be treated as exclusive and independent of an Employee's annual leave, vacation or sick leave.

Section 3. Reasonable verification of even may be required by the Employer.

## ARTICLE 30

### OUTSIDE WORK

Whenever a request for coverage by Firefighters is made by citizens or governmental agencies, and such work is deemed to be outside the normal Fire Department functions and to be paid by the requesting party, then the following procedures shall apply:

- (a) A list for volunteers shall be first posted at the first change of shift from day to evening shift following receipt of the request;
- (b) All Firefighters who wish to perform such work must personally sign such sign-up list;
- (c) Whenever reasonably possible, all Firefighters wishing to perform this type of work shall be given an equal opportunity at obtaining it and in the event more than the necessary number of Firefighters sign up, those excluded shall be given a preference for subsequent job offers;
- (d) A private Employer may request a Firefighter/Firefighters of the private Employer's choice provided said Firefighter/Firefighters are available for the assignment and provided further that notice of such private outside employment is posted pursuant to subsection (a) of this Article; and
- (e) Whenever Firefighters in the unit are assigned to "fire watch" detail which detail is paid by the owner of the property or insurance company, the rate charged to the third party, will be sixty-three dollars (\$63.00) per hour representing a rate of fifty-nine (\$59.00) per hour to the Firefighter with an administration fee of four dollars (\$4.00) per hour payable to the Township. Payment will be in accordance with the payroll system in effect for police outside work.

## ARTICLE 31

### DISCHARGE, DISCIPLINE OR SUSPENSION

Section 1. No Employee shall be disciplined, suspended or discharged without just cause.

Section 2. The provisions hereof shall not apply to probationary Employees.

Section 3. Minor discipline, defined as discipline of less than a suspension, i.e. reprimand, either written or oral, shall be subject to the Grievance and Arbitration Procedures set forth in Articles 19 and 20.

## ARTICLE 32

### CONFORMITY WITH TOWNSHIP CODE

The Employer shall forthwith take necessary steps to amend the Township Administrative Code and the Revised General ordinances of the Township of Montclair, so as to conform with the terms of this Agreement, insofar as any section of either the Code or Ordinances is inconsistent with the terms and intent of this Agreement.

## ARTICLE 33

### FIRE PREVENTION BUREAU

Section 1. Effective upon the signing of this Agreement, the Township will create a "Fire Prevention Bureau" ("FPB") with the express understanding that assignment to the FPB will be a "career path".

Section 2. The FPB will have three positions, the highest two of which will be regarded as "promotions" within the Bureau and the lowest one being deemed to be an assignment:

Fire Official

Supervising Fire Inspector; and

Fire Inspector

The Fire Official will reports directly to the Chief or his designee.

Section 3. Annual pay for the three positions will be as follows:

Fire Official – Captain's Pay

Supervising Fire Inspector – Lieutenant's Pay

Fire Inspector – Firefighter's Pay

The Fire Inspector's designation will be treated as a temporary assignment. Assignment above Fire Inspector shall be deemed to be a promotion. A person filling the position of Fire Official or Supervising Fire Inspector will be permitted a transfer back into the normal chain of command of the Fire Suppression Group by reverting back to that person's last position in the Department prior to entry into the FPB at the rate of pay for that position. The Fire Prevention Inspector will receive an annual stipend in the amount of \$1,600 in addition to his/her regular salary.

Section 4. The Fire Official will work a four day, ten hour per day, 40 hour work week. Each person in the FPB will arrange their schedule on a "flex" basis, i.e., the schedule can be modified as to the days and as to the number of hours worked in a day, provided that the schedule is approved in advance by the Fire Official subject to the approval of the Fire Chief.

Section 5. An Employee in the position of Supervising Fire Inspector who passes a promotional examination and is therefore ranked on the promotional list who is subsequently offered the promotion, but turns down the promotion to retain his/her position as Supervising Fire Inspector, has the right during the life of the promotional list only, to claim the next vacancy in that position provided he/she gives the Employer six months written notice and the Employer determines to fill the vacancy.

## ARTICLE 34

### OUTSIDE EMPLOYMENT ACTIVITIES

Section 1. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off-duty.

Section 2. It is understood that the full-time Employees will consider their position with the Township as their primary employment. Any outside employment or activity must not interfere with the Employee's efficiency in his position with the Township and must not constitute any conflict of interest.

Section 3. No Employees planning to or engaging in any outside employment or activity during their off-duty hours shall be permitted to wear the regulation uniform without permission of the Fire Chief.

## ARTICLE 35

### MISCELLANEOUS

A member of the unit can arrange a switch of schedules provided advance notice is given (by way of written memorandum signed by both members in the form set by the Township) and the notice is also signed by the Battalion Chief for the tour of duty which the switch will affect, who will provide a copy to the Battalion Chief of the tour of the member who is working the switch. It is the responsibility of both Firefighters involved in the ETD to be professional and responsible in the use of ETD time. The person "filling in" retains his/her rights to contractual leave, but must notify the Township as soon as possible after he/she is aware of a problem in working the ETD time.

In no event shall ETD be allowed for more than forty-eight (48) hours in a row unless approved by the Chief. The parties understand that abuse of ETD time is indicated by too much usage, failure to appear and failure to give adequate notice. The Township expressly reserves the right to review this provision in the negotiations for a successor agreement.



ARTICLE 36

MERIT COMMITTEE

The parties shall form a joint committee, with equal membership from management and the union, to study the issue of merit incentives to recommend a system.

## DURATION OF AGREEMENT

Section 1. The terms of this Agreement shall commence January 1, 2012 and extend through the later of December 31, 2014 or the date on which a substitute Agreement is negotiated and executed. Either party wishing to terminate, amend or modify such contract shall so notify the other party in writing in accordance with the Rules and Regulations of the Public Employment Relations Commission of the State of New Jersey.

1

Section 2. This Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination ten (10) days following receipt of such notice under Section 1 of this Article.

Section 3. When a new Agreement is reached under this Article, a typed Agreement shall be prepared by the Employer within twenty (20) days thereof. After delivery of the proposed Agreement, the Union shall have ten (10) days to either execute same or request drafting changes. If the contract is executed by the FMBA, the execution of the contract and all items of agreement, together with retroactive pay, will be implemented by the Employer not later than forty-five (45) days from the second reading and publication of salary ordinance and which ordinance shall be promptly presented. After such forty-five (45) days from the second reading of the salary ordinance, interest will run at the rate of five percent (5%) per annum on all amounts due.

ARTICLE 38

SEVERABILITY

In the event that any provision of this Agreement is hereinafter invalid by operation of law, it is understood that such provision is severable from the rest of this Agreement, which shall remain in full force and effect.

ARTICLE 39

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, except for the following. In the event that the Township should determine to enter into additional agreements to provide fire services with any municipality then the parties agree to negotiate the effect of such agreement as may be required by law.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

For the Employer,  
Township of Montclair

By: \_\_\_\_\_

Dated: 10/3/14

For the Union,  
FMBA Local No. 20

By: \_\_\_\_\_

Dated: \_\_\_\_\_

APPENDIX "A"

	<u>1/1/12</u>	<u>1/1/13</u>	<u>1/1/14</u>
	2.0%	2.0%	1.5%
Probationary	30,803	31,419	31,890
1 <sup>st</sup>	51,725	52,760	53,551
2 <sup>nd</sup>	57,503	58,653	59,532
3 <sup>rd</sup>	66,430	67,758	68,775
4 <sup>th</sup>	73,368	74,835	75,957
5 <sup>th</sup>	80,311	81,917	83,146
6 <sup>th</sup>	88,953	90,732	92,093